3984

BILL NO. S-78-03-08

SPECIAL ORDINANCE NO. S-42-78

AN ORDINANCE approving a contract for Improvement Resolution No. 5791-1977, between the City of Fort Wayne, Indiana and Hipskind Asphalt Corporation for resurfacing certain streets at a cost of $100,634.00.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That a certain contract, dated February 23, 1978, between the City of Fort Wayne, Indiana, by and through its Mayor and Board of Public Works, and Hipskind Asphalt Corporation for the resurfacing of the pavement, curbing and driveway approaches of:

Curdes Avenue from Crescent Avenue to Kentucky Avenue,
Fifth Street from Wells Street to Barthold Street,
Barr Street from Douglas Avenue to Washington Boulevard,
Weisser Park Avenue from Pontiac Street to Buchanan Street,
Putnam Street from Jessie Avenue to Poinsette Street, and
St. Joe Road,

under Board of Public Works Improvement Resolution No. 5791-1977, at a total cost of $100,634.00, all as more particularly set forth in said contract which is on file in the office of the Board of Public Works and is by reference incorporated herein and made a part hereof, be and the same is in all things hereby ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

John Nuckols
Councilman

APPROVED AS TO FORM AND LEGALITY,

CITY ATTORNEY

Read the first time in full and on motion by Nuckols, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works ~~(and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on ______, the ______ day of ______, 19__ at ______ o'clock ____ M.,E.S.T.~~

DATE: 3-14-78

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Nuckols, seconded by Hinga, and duly adopted, placed on its passage. PASSED ~~(LOST)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	8			1	
BURNS	✓				
HINGA	✓				
HUNTER				✓	
MOSES	✓				
NUCKOLS	✓				
SCHMIDT, D.	✓				
SCHMIDT, V.	✓				
STIER	✓				
TALARICO	✓				

DATE: 3-28-78

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ZONING MAP)~~ ~~(GENERAL)~~ ~~(ANNEXATION)~~ (SPECIAL) ~~(APPROPRIATION)~~ ORDINANCE ~~(RESOLUTION)~~ No. S-42-78 on the 28th day of March, 1978.

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th day of March, 1978 at the hour of 3 o'clock P M.,E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 30th day of March, 1978 at the hour of 3 o'clock P M.,E.S.T.

Robert Armstrong
MAYOR

Bill No. S-78-03-08

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance approving a contract for Improvement Resolution No. 5791-1977, between the City of Fort Wayne, Indiana and Hipskind Asphalt Corporation for resurfacing certain streets at a cost of $100,634.00

have had said Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance Do PASS.

JOHN NUCKOLS - CHAIRMAN

PAUL M. BURNS - VICE CHAIRMAN

WINFIELD C. MOSES, JR.

DONALD J. SCHMIDT

JAMES S. STIER

CONCURRED IN

DATE 3-28-78

CHARLES W. WESTERMAN, CITY CLERK

Council 3/14/78

65-243-5 2/23/78

CITY PAID
SUBJECT TO COUNCILMANIC APPROVAL
PRELIMINARY MEETING ____________
RATIFICATION ____________

CONTRACT

This Agreement, made and entered into this 23 day of February, 1978

by and between --

----------------------------HIPSKIND ASPHALT CORPORATION----------------------------

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve Resolution No. 5791-1977: Improvement of Curdes Avenue, Fifth Street, Barr Street, Weisser Park, Putnam Street, and St. Joe Road as set out in Improvement Resolution No. 5791-77.

by grading and paving the roadway to a width of ~~XXXXXXXXXXXXXXX feet with XXXXXXXXXXXXXXXXXXXXXXXX~~

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5791-77 ~~and at the following price per lineal foot~~

At the following prices:

H.A.C. #11 Binder	Nineteen dollars and fifty cents per ton	19.50
H.A.C. #9 Binder	Nineteen dollars and no cents per ton	19.00
H.A.C. A-2 Top Surface	Twenty dollars and fifty cents per ton	20.50
Pavement Removal	Five dollars and no cents per square yard	5.00
#53 Stone	Seven dollars and no cents per ton	7.00
Common Excavation	Five dollars and no cents per cubic yard	5.00
New Concrete Curb Type "II-B" (in place)	Eight dollars and no cents per lineal foot	8.00
New Driveway Approaches (6") (in place)	Fifteen dollars and no cents per square yard	15.00
New 4" Concrete Yard Walk	Two dollars and no cents per square foot	2.00
Sidewalk Removal	Four dollars and no cents per square yard	4.00
New 6" Corner Wingwalks (Ramps Included)	Three dollars and no cents per square foot	3.00
Water Valves Adjust & Set To Grade	Forty dollars and no cents for each	40.00
Joint and Crack Sealer	Four hundred dollars and no cents per ton	400.00
Blue Grass Sod (Includes Top Soil and Preparation)	Five dollars and no cents per square yard	5.00
C.B.'s Adjust and Set to Grade	One hundred seventy-five dollars and no cents for each	175.00
M.H.'s Adjust and Set to Grade	One hundred twenty-five dollars and no cents for each	125.00
H.A.C. Binder	Nineteen dollars and no cents per ton	19.00
Total	One hundred thousand six hundred thirty-four dollars and no cents	100,634.00

prove Resolution No. 5791-1977: Improvement of Curdes Avenue, Fifth Street, Barr Street, Weisser Park, Putnam Street, and St. Joe Road as set out in Improvement Resolution No. 5791-77.

by grading and paving the roadway to a width of ~~XXXXXXXXXXXXXX feet with XXXXXXXXXXXXXXXXXXXXX~~ ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5791-77 ~~and at the following price per lineal foot~~

At the following prices:

H.A.C. #11 Binder	Nineteen dollars and fifty cents per ton	19.50
H.A.C. #9 Binder	Nineteen dollars and no cents per ton	19.00
H.A.C. A-2 Top Surface	Twenty dollars and fifty cents per ton	20.50
Pavement Removal	Five dollars and no cents per square yard	5.00
#53 Stone	Seven dollars and no cents per ton	7.00
Common Excavation	Five dollars and no cents per cubic yard	5.00
New Concrete Curb Type "II-B" (in place)	Eight dollars and no cents per lineal foot	8.00
New Driveway Approaches (6") (in place)	Fifteen dollars and no cents per square yard	15.00
New 4" Concrete Yard Walk	Two dollars and no cents per square foot	2.00
Sidewalk Removal	Four dollars and no cents per square yard	4.00
New 6" Corner Wingwalks (Ramps Included)	Three dollars and no cents per square foot	3.00
Water Valves Adjust & Set To Grade	Forty dollars and no cents for each	40.00
Joint and Crack Sealer	Four hundred dollars and no cents per ton	400.00
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H.A.C. Binder	Nineteen dollars and no cents per ton	19.00
Total	One hundred thousand six hundred thirty-four dollars and no cents	100,634.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5791-77 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before June 30, 1978 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of $25.00 for each and every day after said date, 19___ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 10th day of Jan, 1978

HIPSKIND ASPHALT CORPORATION

BY: David L. Hipskind

ITS: Pres.

Contractor, Party of the First Part.

BY: Jerome F. Hipskind
CORPORATE SECRETARY

Attest: Ursula Miller

City of Fort Wayne, By and Through:

Robert E. Armstrong

Henry P. Wehrenberg

Edward H. LaMar

May G. Scott

Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY

[signature]
CITY ATTORNEY

GENERAL ORDINANCE NO. G-60-66

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

(a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates:

(b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color:

(c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars ($10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.

11/23/77

IMPROVEMENT RESOLUTION

FOR STREETS

NO. 5791 - 1977

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to improve by resurfacing and restoring pavement, curbing, driveway approaches, and corner wingwalks as designated on the following streets to be known as:

1. Curdes Avenue - From the west curb line of Crescent Avenue to the east pavement line of Kentucky Avenue.

2. Fifth Street - From the west curb line of Wells St. to the east curb line of Barthold Street.

3. Barr St. - From the south property line of Douglas Avenue to the south curb line of Washington Blvd.

4. Weisser Park - From the north curb line of Pontiac Street to the south curb line of Buchanan Street.

5. Putnam Street - From the west curb line of Jessie Avenue to the east curb line of Poinsette Drive.

6. St. Joe Road - Acceleration lane on east side between State School Drive and Canterbury Green Entrance.

with Hot Asphalt Base (as per design mix formula)
with Hot Asphalt Binder (as per design mix formula)
with Hot Asphalt Top Surface (as per design mix formula)

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by the City of Fort Wayne, Indiana, from monies appropriated from Revenue Sharing Funds.

ADOPTED, this 23 day of November, 1977.

BOARD OF PUBLIC WORKS

CITY OF FORT WAYNE, INDIANA

Henry P. Wehrenberg
Henry P. Wehrenberg, Chairman

Ethel H. LaMar
Ethel H. LaMar, Member

Max G Scott
Max G Scott, Member

ATTEST: Ursula Miller
Clerk

GUARANTY BOND

Know All Men by These Presents, That we---------------------------------------

-------------HIPSKIND ASPHALT CORPORATION----------------------------Contractors

as principal, and--

---TRINITY UNIVERSAL INSURANCE CO. OF DALLAS, TEXAS-------------------as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of ONE HUNDRED THOUSAND SIX HUNDRED THIRTY-FOUR DOLLARS AND NO CENTS------------------------------------ ---($ 100,634.00)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said------------------------ ---------------------------HIPSKIND ASPHALT CORPORATION----------------------

did on the __________ day of __________ __________, enter into a contract with the City of Fort Wayne to construct a __________ Pavement

on Resolution No. 5791-1977: ~~Street from~~ Improvement of Curdes Avenue, Fifth Street, Barr Street, Weisser Park, Putnam Street, and St. Joe Road as set out in Improvement Resolution No. 5791-1977. ---------------------------- --- -- according to certain plans and specifications, and also warranting and guaranteeing the work/material and condition of the pavement thereof for a period of three years as provided in aforesaid contract and specifications. Now if the said---------------------------------- --HIPSKIND ASPHALT CORPORATION----------- shall faithfully perform and fulfill all the requirements of said warranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 10th day of Jan 1978

TRINITY UNIVERSAL INSURANCE COMPANY

BY: Terrence J. Ward (Attorney-in-Fact)

HIPSKIND ASPHALT CORPORATION (SEAL)

BY: David R. Hipskind (SEAL)

ITS: Pres. (SEAL)

Approved this 23 day of February, 1978

Henry P. Wehrenberg

Edward N. LaMar

Mary G. Scott

Board of Public Works.

LIABILITY BOND

Know All Men by These Presents, That we---

---------------------------HIPSKIND ASPHALT CORPORATION-----------------------

as principal, and---

------------------TRINITY UNIVERSAL INSURANCE CO. OF DALLAS, TEXAS------------

----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of ONE HUNDRED THOUSAND SIX HUNDRED THIRTY-FOUR DOLLARS AND NO CENTS------------------------ for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

--- ($100,634.00)

The conditions of the above obligation are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into the ________________ day of ________________, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three (3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this ________________ day of ________________

HIPSKIND ASPHALT CORPORATION (SEAL)

BY: ________________ (SEAL)

ITS: ________________ (SEAL)

________________ (SEAL)

TRINITY UNIVERSAL INSURANCE COMPANY

BY: Teresa J. Ward (Attorney-in-Fact)

Approved this 23 day of February, 1978

Henry P. Wehrenberg

Earl H. LaMar

May G. Scott

Board of Public Works.

COMPLETED IN STREET ENGINEERING DEPARTMENT

December 15, 1977

The Trinity Companies

Dallas, Texas 75201

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That TRINITY UNIVERSAL INSURANCE COMPANY and SECURITY NATIONAL INSURANCE COMPANY, each a Texas Corporation and TRINITY UNIVERSAL INSURANCE COMPANY OF KANSAS, INC., a Kansas Corporation do hereby appoint **OSCAR C. MITSON, R. KELLY DISSER, JR., OR DEBORAH HORN for HIPSKIND ASPHALT CORPORATION OF FORT WAYNE, INDIANA**

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby, in amounts or penalties not exceeding the sum of

ONE MILLION AND NO/100 Dollars ($ 1,000,000.00)

EXCEPT NO AUTHORITY IS GRANTED FOR:

1. Bid or proposal bonds where estimated contract price exceeds the amount stated herein.
2. Open Penalty bonds.
3. Bonds where Attorney(s)-in-Fact, appear as a party at interest.

IN WITNESS WHEREOF, TRINITY UNIVERSAL INSURANCE COMPANY, SECURITY NATIONAL INSURANCE COMPANY and TRINITY UNIVERSAL INSURANCE COMPANY OF KANSAS, INC., have each executed and attested these presents

this 3rd day of JUNE, 19 77.

JUDY FAGAN, ASST. SECRETARY — A. J. TYLER, PRESIDENT

AUTHORITY FOR POWER OF ATTORNEY

That TRINITY UNIVERSAL INSURANCE COMPANY and SECURITY NATIONAL INSURANCE COMPANY, each a Texas Corporation and TRINITY UNIVERSAL INSURANCE COMPANY OF KANSAS, INC., a Kansas Corporation, in pursuance of authority granted by that certain resolution adopted by their respective Board of Directors on the 1st day of March, 1976 and of which the following is a true, full, and complete copy:

"RESOLVED, That the President, any Vice-President, or any Secretary of each of these Companies be and they are hereby authorized and empowered to make, execute, and deliver in behalf of these Companies unto such person or persons residing within the United States of America, as they may select, its Power of Attorney constituting and appointing each such person its Attorney-in-Fact, with full power and authority to make, execute and deliver, for it, in its name and in its behalf, as surety, any particular bond or undertaking that may be required in the specified territory, under such limitations and restrictions, both as to nature of such bonds or undertaking and as to limits of liability to be undertaken by these Companies, as said Officers may deem proper, the nature of such bonds or undertakings and the limits of liability to which such Powers of Attorney may be restricted, to be in each instance specified in such Power of Attorney.

RESOLVED, That any and all Attorneys-in-Fact and Officers of the Companies, including Assistant Secretaries, whether or not the Secretary is absent, be and are hereby authorized and empowered to certify or verify copies of the By-Laws of these Companies as well as any resolution of the Directors, having to do with the execution of bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, or with regard to the powers of any of the officers of these Companies or of Attorneys-in-Fact.

RESOLVED, That the signature of any of the persons described in the foregoing resolution may be facsimile signatures as fixed or reproduced by any form of typing, printing, stamping or other reproduction of the names of the persons hereinabove authorized."

CERTIFICATION OF POWER ATTORNEY

I, Judy Fagan, Asst. Secretary of **TRINITY UNIVERSAL INSURANCE COMPANY, SECURITY NATIONAL INSURANCE COMPANY** and **TRINITY UNIVERSAL INSURANCE COMPANY OF KANSAS, INC. do hereby certify** that the foregoing Resolution of the Boards of Directors of these Corporations, and the **Power Attorney** issued pursuant thereto, are **true and correct and are still in full force and effect.**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of each Corporation

this 9th day of January, 19 78.

JUDY FAGAN, ASST. SECRETARY

SEAL SEAL SEAL

B-3896

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sactions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

IN RE:

WAGE SCALE

CODE: S-SKILLED
SS-SEMI SKILLED
US-UNSKILLED
IF-INDUSTRIAL FUND
PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF OCTOBER, NOVEMBER AND DECEMBER, 1977.
in compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION	CLASS	RATE PER HR.	H&W	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	12.30	50¢	75¢			3if
BOILERMAKER	S	11.70	80	1.00		3¢	
BRICKLAYER	S	10.34	45	50		1	4if
CARPENTER (BUILDING)	S	9.85		6%		7	2if
(HIGHWAY)	S	10.08	45	35		5	2if
CEMENT MASON	S	9.35	75	40		1	
ELECTRICIAN	S	11.30	40	1%+30		6	
ELEVATOR CONSTRUCTOR	S	10.18	49½	32	8%	2	
GLAZIER	S	9.53	12		40	4	25¢Holida
IRON WORKER	S	10.75	75	85		1	2if
LABORER (BUILDING)	S-SS US	7.25-7.55	60	45		9	
(HIGHWAY)	S-US-SS	7.15-8.00	60	45		9	
(SEWER)	S-US-SS	7.15-7.95	60	45		8	
LATHER	S	8.20		25		1	2if
MILLWRIGHT & PILEDRIVER	S	10.18		6%		7	2if
OPERATING ENGINEER (BUILDING)	S-SS US	7.90-11.00	40	55		8	
(HIGHWAY)	S-SS-US	7.96-10.30	40	40		8	
(SEWER)	S-SS-US	8.00-10.30	40	40		5	
PAINTER	S	8.60-9.60	42	45		10	6¢misc.
PLASTERER	S	9.27	60	40			
PLUMBER & STEAMFITTER	S	11.35	45	75		7	4if
MOSAIC & TERRAZZO GRINDER	S	8.10-9.45					
ROOFER	S	9.45		10			
SHEETMETAL WORKER	S	10.54	40	35		4	13if
TEAMSTER (BUILDING)	S-SS US	8.68-9.63	23.00pw	28.00pw			
(HIGHWAY)	S-SS-US	8.23-8.83	23.50pw	28.00pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub - contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 26 DAY OF Sept. 1977

Wayne T. Kepler
REPRESENTING GOVERNOR, STATE OF INDIANA

Henry P. Wehrenberg
REPRESENTING THE AWARDING AGENT.

Fred M. Rice
REPRESENTING STATE A.F.L. & C.I.O.

3989

TITLE OF ORDINANCE SPECIAL ORDINANCE - CONTRACT, IMPROVEMENT RESOLUTION NO. 5791-77

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS S-78-23-08

SYNOPSIS OF ORDINANCE CONTRACT FOR IMPROVEMENT RESOLUTION NO. 5791-77, RESURFACING PAVEMENT, CURBING AND DRIVE APPROACHES FOR CURDES AVE. FROM CRESCENT TO KENTUCKY, FIFTH STREET FROM WELLS TO BARTHOLD, BARR STREET FROM DOUGLAS TO WASHINGTON BLVD., WEISSER PARK FROM PONTIAC STREET TO BUCHANAN, PUTNAM STREET FROM JESSIE TO POINSETTE AND ST. JOE ROAD, THE ACCELERATION LANE ON EAST SIDE FROM STATE SCHOOL DRIVE TO CANTERBURY GREEN ENTRANCE. CONTRACTOR FOR PROJECT: HIPSKIND ASPHALT CORPORATION, IN THE AMOUNT OF $100,634.00

(CONTRACT ATTACHED)

EFFECT OF PASSAGE IMPROVEMENT OF ABOVE-DESCRIBED STREETS, WHICH ARE IN STATE OF DISREPAIR

EFFECT OF NON-PASSAGE INABILITY TO UPGRADE PUBLIC STREETS

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) $100,634.00 TO BE PAID FROM 1977 REVENUE SHARING FUNDS

ASSIGNED TO COMMITTEE

EP Public Works